

6. As regards paras 3(2) and 4(2) action to secure administrative approval should be initiated as soon as the annual Plan is finalised, without waiting for the Budget, but formal sanction should be communicated only after the Budget has been passed by the Legislature and necessary funds provided in the Budget.

7. With the adoption of the above procedure, it will be possible to set out a time target for the execution and completion of each work and the Public Works Department will be responsible for all lapses in progress. Government is, therefore, pleased to direct that all Departments should hereafter follow the above procedure strictly.

By Order and in the name of the Governor of Mysore,

G. V. K. RAO,

Secretary to Government,
Planning and Development Department.

COMMERCE AND INDUSTRIES SECRETARIAT

Sanction is accorded to the Truce Agreement with the Labour Union of the Government Electric Factory, Bangalore, for a period of three years.

READ—

1. Notice of Strike issued by the Government Electric Factory Labour Union with a list of 19 demands in their letter Lu 90/G, dated the 7th January 1959 to the General Manager, Government Electric Factory.
2. Note of Agreement drawn up between the Management and the Government Electric Factory Labour Union dated 3rd—4th February 1959.
3. Government Order No. CI 2 IEF 59, dated the 9—11th March 1959.
4. Meeting in the Chambers of the Chief Minister on 25th June 1959.
5. Letter No. CI 91 I EF 59, dated the 14th August 1959 addressed to the Joint Director of Small Scale Industries, directing him to negotiate a truce with the Labour Union of the Government Electric Factory, for a period of three years.
6. Meeting in the Chambers of the Chief Minister on 18th August 1959.

PREAMBLE—

Letter No. ELOT. F. 2/59-60, dated the 31st August 1959, from the Joint Director of Small Scale Industries stating that as a result of discussion between him and the Labour Union of the Government Electric Factory, it is possible to conclude a truce with the Union on behalf of all the members of the Union. The Joint Director has enclosed a copy of the Draft Memorandum of Agreement. The proposals in the agreement have been examined and agreed to by the Finance Department. The draft has also been scrutinised by the Law Department.

ORDER No. CI 2 IEF 59, DATED BANGALORE, THE 8TH SEPTEMBER 1959
(BHADRAPADA 17, SAKA ERA 1881).

Government are pleased to accord approval to:—

(a) the proposal of the Director of Industries and Commerce to enter into an agreement in Form H Rule, No. 59, of the Industrial Disputes Act, 1947 and Mysore Rules thereunder;

(b) authorise the General Manager, Government Electric Factory to execute the said Memorandum of Settlement on behalf of the Management;

(c) the Terms of Settlement as per copy of the Memorandum annexed; and

(d) to give effect to the benefits arising out of the Memorandum of Settlement as per the Annexure.

By Order and in the name of the Governor of Mysore,

A. ALI KHAN,

Under Secretary to Government,
Commerce and Industries Department.

ANNEXURE to Form H, Rule 59 of Industrial Disputes (Mysore) Rules, 1957

MEMORANDUM OF SETTLEMENT

Arrived at this eighth day of September 1959 between the Government Electric Factory, Mysore Road, Bangalore-2 (hereinafter referred to as the CONCERN) and the Government Electric Factory Union, Mysore Road, Bangalore-2 (hereinafter referred to as the UNION).

Names of Parties

Representing the Government Electric Factory, Bangalore. Representing the employees of Government Electric Factory Labour Union.
 Shri B. M. Safiulla, B.E., General Manager Shri Krishnaappa Naick, President
 Shri B. V. Gopal Rao, Secretary

1. WHEREAS it is the intention and purpose of the parties to this settlement to promote and improve industrial and economic relations between the Company and its employees and thereby the economic well-being of the country at large;

2. AND WHEREAS negotiations took place between the aforesaid parties in respect of certain demands put forth by the GEF. Labour Union by their letters of 18th August 1959 and 30th August 1959;

3. AND WHEREAS the parties have come to a settlement in accordance with Section 2 p) read with Section 18 of the Industrial Disputes Act of 1947 on the following terms; AND THE AGREEMENT WITNESSETH

Purpose

The purpose of this settlement is to maintain harmonious relationship between employees and the Union to prevent strikes, slow-down and lock-outs, to attain efficiency and uninterrupted operations in the plant and promote the expansion and future stability with prosperity of the Industry for the benefit of all who are associated with the Industry.

For achieving the above objectives the Concern and the Union agree to encourage the highest possible degree of providing Co-operative relationship between their respective members at all levels. Both parties believe that proper attitude must be based on mutual good understanding of and regard for the rights and responsibilities of both the Concern and the Union.

Scope

The settlement shall apply to the Union and the Concern; all of whom shall be bound by the terms of this settlement for the full period of three years with effect from 8th September 1959.

Terms of Settlement

The following are the terms of settlement agreed upon between the Concern and the Union after proper negotiations in respect of the various demands put forth on behalf of the Union:

1. *Profit Bonus*.—It is agreed that the Concern should pay profit bonus for the year on the annual financial results of the Concern as set forth below before the 31st October of the following financial year.
- | | |
|-------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| For profits below 5 per cent. | No bonus. |
| For profits of 5 per cent and above but not exceeding 8 per cent. | 1/12th of the total earnings for the year on account of basic pay/wages, exclusive of allowance of any kind and bonus but including acting and/or charge allowances. |
| For profits above 8 per cent but not exceeding 12½ per cent. | 1/6th of the total earnings for the year on account of pay/wages, exclusive of allowances of any kind and bonus but including acting and/or charge allowances. |
| For profits above 12½ per cent. | 1/4th of the total earnings for the year on account of pay/wages, exclusive of allowances of any kind and bonus but including acting and/or charge allowances. |

The demand for additional bonus for the years 1956-57 and 1957-58 has been conceded by the Concern agreeing to pay 1/12th of the total earnings on account of the basic pay or wages in each of the years.

2. *Gratuity*.—The Union agrees to await consideration of Government in this regard by 1st April 1960.

3. *Dearness Allowance*.—It is agreed that the orders of Government of Mysore issued from time to time relating to the Dearness Allowance and conditions of its grant are acceptable to the Union and will be adopted by the Concern.

4. *Sanction of Annual Increments*.—For purpose of sanctioning annual increments the following rule will apply:—

A worker shall be entitled to an increment on the due date provided he has been physically present for work for 230 days during the increment year.

Where a worker is not physically present for 230 days in an increment year, he shall be entitled to increment the day after he completes the qualifying period of 230 days for earning increment.

5. *Scales of Pay*.—Van Drivers who are now drawing daily rates of wages shall be fixed in the grade Rs. 2-8-0/0-2-0/3-8-0 with effect from 1st January 1957. Van Drivers who are now on monthly rate of pay shall be permitted to opt out to the said revised daily scale with effect from the date of this agreement.

The scale of pay of Attenders shall stand revised from Rs. 25-1-35 to Rs. 25-1-40 with effect from 1st January 1957.

The maximum of the scales of pay of Junior Foremen, Assistant Foremen, Senior Chargemen and Junior Chargemen and those who are on identical scales of pay in departments of Drawing, Designing, Estimating, Planning and Inspection shall be raised to Rs. 220, Rs. 200, Rs. 150 and Rs. 130 respectively.

6. *Provident Fund*.—The employees shall enjoy the old scheme of Provident Fund which was in force in the Concern prior to 18th May 1959 during the period of this agreement subject to concurrence by the Commissioner of Provident Fund who is addressed in the matter of grant of exemption under the State Provident Fund Act.

7. *Transport*.—The concern agrees to provide in due course transport to its workers to the extent of five buses with a seating capacity of 45 seats and accommodation for 10 persons to stand with seven stages at monthly charges commencing from Rs. 2.50 for the 1st Stage and increasing by 0.50 nP. per stage subject to a maximum of Rs. 5.50 for the last stage.

The employees residing within one mile radius of the present factory may be provided with Transport convenience to move families of employees for confinement to Maternity Hospitals in the Corporation Area, Bangalore at the rate of Rs. 2.50 per trip to and from for those drawing emoluments of Rs. 75 p.m. and less and Rs. 3 per trip to and from for those drawing above Rs. 75 p.m.

8. *Casual Workers*.—The casual workers 21 in all (as per Annexure) now on the rolls of the Concern will be absorbed as temporary workers in the lowest available grade in the Concern and they will be entitled to Dearness Allowance and service conditions prevailing in the Concern, subject to the terms of this settlement.

9. *Incentive Bonus*.—The parties agree that an acceptable Scheme of Incentive Bonus would be worked out in due course.

10. *Promotion of workers without the requisite educational qualifications*.—The parties agree that in respect of the existing workers where a worker has the necessary experience and merit for promotion to the next higher scale, the same may be considered without insisting on the requisite educational qualifications for promotion where prescribed.

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11. *Preference to employees' children at the time of recruitment.*—Employees' children who have the requisite qualifications and efficiency will as far as possible be given preference at the time of recruitment for filling up vacancies.

One eligible son of an employee may be considered for employment on temporary basis in the lowest available grade when the employee retires under indigent circumstances or dies in harness.

12. *Transfer of workers.*—Should it be expedient for the Concern to transfer the Mechanical Section of the Factory and its workers to the Central Industrial Workshop, the privileges and scales of pay as enjoyed by the workers in the Concern shall be protected.

13. *Cycle Purchase Advance.*—It is agreed that the Concern will arrange for payment of cycle advance at the rate of Rs. 200 each in a year up to 50 workers for purchase of bicycles, as against the existing provision for advance to 20 persons at Rs. 100 each. Subject to this modification the existing rules shall continue to govern the advances.

14. *Paid Holidays.*—The paid holidays in a year shall continue to be 10 as at present, subject to the proviso that any 10 from a list of 20 religious holidays may be chosen by the Union. The list applicable for the period of agreement shall be furnished by the Union to the Concern within one month from the date of this agreement.

15. With regard to (1) grievances of 85 workers, (2) filling up of existing vacancies by promotion and (3) sanctioning suitable relief to such of the workers who did not benefit by the revised scales effective from 1st January 1954 and 1st January 1957, the parties agree that these matters should be settled within 90 days by the Committee already constituted for the purpose unless (1) the Union is unable to furnish particulars or (2) delay occurs for reasons beyond the control of the Concern.

16. *Amenities.*—The provision of overalls, boots, gloves and the like to the workers entitled to supply of the same under the Factories Act shall be brought up to the standards provided for under the Act and Rules thereunder as early as possible, by the Concern.

Subject to the foregoing Clauses 1 to 16, it is hereby agreed that all matters raised in letter Nos. Lu. 90/G, dated 7th January 1959 and Lu. 221/G, dated 13th June 1959 of the Union shall be deemed to have been withdrawn by the Union, and none of them shall form a point of an Industrial Dispute during the period of this agreement.

It is also agreed by the Parties that the Scale of pay and allowances sanctioned in (1) Government Order No. CI 10 IND 57, dated 16th December 1957, (2) CI 6 IND 58, dated 1st July 1958, (3) CI IND 58, dated 6th December 1958 and (4) CI 2 IEF 59, dated 9/11th March 1959 except in so far as they have been modified in this Agreement by Clause No. 5 shall stand and be applicable for the period of this Agreement and that no question relating thereto shall form a point of dispute during the period of this Agreement.

IN CONSIDERATION of the above benefits and with a view to maintain goodwill between Labour and Management which is subsisting in this Concern as also the peaceful and settled conditions for the proper functioning of the Factory, the members of the Government Electric Factory Labour Union hereby agree not to raise any dispute relating to matters covered under this agreement or call for or declare a strike on any issue whatsoever during the period of this Agreement.

The Concern on their part agree not to curtail or withdraw any of the existing facilities or the above benefits or declare lockout during the period of this Agreement.

THIS AGREEMENT shall be in force for a period of three years.

IN WITNESS WHEREOF the parties hereby affix their signatures through their duly authorised Officers and Representatives *this day and year as above written.*

Representing the Concern—

(Sd.) B. M. Safiulla,

8-9-59.

General Manager.

Representing the Union.—

(Sd.) Krishnappa Naick,

President, 8-9-59.

G. E. F. Labour Union.

(Sd.) B. V. Gopala Rao,

Secretary, 8-9-59

G. E. F. Labour Union.

Witnesses:—

1. (Sd.) Isaac Manickam.

2. (Sd.) A. Sambamurthy.

Before me.

(Sd.) K. R. MARUDEVA GOWDA,

Commissioner of Labour and

Chief Conciliation Officer for the State of Mysore.

Sanction is accorded to the Truce Agreement with the Labour Union of the Government Sandalwood Oil Factories of Mysore.

READ—

Letter No. Nil, dated the 23rd September 1959, from the Director of Industries and Commerce, forwarding copies of Truce Agreements proposed to be entered into with the Labour Unions of the Government Sandalwood Oil Factory, Mysore and Shimoga.

ORDER No. CI 62 ISO 59, DATED BANGALORE, THE 23RD SEPTEMBER 1959.

Sanction is accorded to the following:—

- (a) Payment of an *ad hoc* sum of Rs. 20,000 (Rupees twenty thousand) in full and final settlement of all demands for bonus for the years 1952-53 up to 1957-58 to the workers of the Government Sandalwood Oil Factory, Mysore, to be divided equally amongst 192 workers who were on the rolls of the concerns on 1st April 1958;
- (b) Payment of a sum of Rs. 5,000 (Rupees five thousand) in full and final settlement of all demands for additional bonus for the Government Sandalwood Oil Factory, Shimoga, to be distributed equally amongst 55 workers of the Factory, who were on the rolls of the concern on 1st April 1958;
- (c) Sanction is accorded to the revision of scales of pay proposed to be agreed to in terms of clause 4 of Truce Agreements annexed hereto.

The benefits under (a) and (b) will be paid on the 26th September 1959 to the workers at Mysore and Shimoga.

The benefits under Clause (c) are ordered to be paid before 30th November 1959.

The Director, Sandalwood Oil Factory is requested to take immediate action to implement the terms of the Truce Agreement proposed to be entered into.

By Order and in the name of the Governor of Mysore,

A. ALI KHAN,

Under Secretary to Government,
Commerce and Industries Department.